

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

AL M WILLIAMS,

Plaintiff,

v.

LADERA APARTMENTS, et al.,

Defendants.

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Civil Action No. 4:21-cv-154-SDJ-KPJ

**DEFENDANTS' ORIGINAL ANSWER TO PLAINTIFF'S FIRST VERIFIED
COMPLAINT AND REQUEST FOR EMERGENCY INJUNCTION**

Pursuant to the February 25, 2021, Order entered by this Honorable Court, Defendants Ladera Apartments, "Ms. Judy¹," and Daniel Paz (collectively "Defendants") file their Original Answer to Plaintiff's First Verified Complaint and Request for Emergency Injunction filed by Plaintiff Al M Williams (the "Plaintiff"), and would respectfully show the Court the following:

I. Admissions and Denials

1. By way of initial response and in accordance with the Federal Rules of Civil Procedure, Defendants make the following admissions and denials:
2. Defendants deny the allegations in paragraph 1.
3. Defendants deny the allegations in paragraph 2.
4. Defendants deny the allegations in paragraph 3.
5. Defendants deny the allegations in paragraph 4.

¹ Upon information and belief, "Ms. Judy" is a reference to Judith McMakin, the Vice President of Willmax Capital Management, the property management company for Ladera Apartments.

6. Defendants deny the allegations in paragraph 5.
7. Defendants deny the allegations in paragraph 6.
8. Defendants deny the allegations in paragraph 7.
9. Defendants deny the allegations in paragraph 8.
10. Defendants deny the allegations in paragraph 9.
11. Defendants deny the allegations in paragraph 10.
12. Defendants deny the allegations in paragraph 11.
13. Defendants deny the allegations in paragraph 12.
14. Defendants deny the allegations in paragraph 13.
15. Defendants deny the allegations in paragraph 14.
16. Defendants deny the allegations in paragraph 15.
17. Defendants deny the allegations in paragraph 16.
18. Defendants deny the allegations in paragraph 17.
19. Defendants deny the allegations in paragraph 18.
20. Defendants deny the allegations in paragraph 19.

II. Special Defenses

21. By way of further answer, Defendants assert the following:
22. Plaintiff lacks standing to bring this action. As set forth in the Verified Complaint, Plaintiff purports to be a tenant at Ladera Apartments. The truth, however, he is not. The tenant is Carolyn Williams, and she is the subject of the pending eviction litigation and judgment that Plaintiff is seeking to circumvent and ultimately enjoin from enforcement in this federal action.

23. By way of background, Plaintiff is not named as a tenant or an occupant for 3930 Accent Drive, Apartment No. 2411, Dallas, Texas 75287 (the “Leased Premises”). See Defendants’ Exhibit 1, the Apartment Lease Contract. The only person named as a tenant or occupant is Carolyn Williams. Carolyn Williams fell behind on her rent and Ladera Apartments initiated a state court eviction proceeding against her before the onset of the Covid-19 pandemic.

24. Filed initially with the justice court, the court of original jurisdiction for eviction matters, the eviction litigation has proceeded from the justice court to the Denton County Court at Law No. 2 to the Texas Second Court of Appeals and back to the Denton County Court at Law No. 2, where it currently stands. The pertinent highlights of these proceedings² are as follows:

- a. January 16, 2020 Eviction filed against Carolyn Williams in Denton County Justice of the Peace, Precinct 6 (the “Justice Court”). Assigned Case No. E20-0302J6 and styled Ladera v. Carolyn Williams.
- b. February 11, 2020 Justice Court enters judgement in favor of Ladera Apartments.
- c. February 12, 2020 Carolyn Williams appeals the February 11, 2020, judgement from the Justice Court.
- d. February 20, 2020 Appeal transferred to Denton County Court at Law No. 2.

² For a complete listing of all the numerous pleadings filed in the state court eviction proceedings, see the docket’s sheets attached as Defendants’ Exhibit No. 2.

(the “County Court at Law”) Assigned Cause No. CV-2020-00600JP.

- e. March 5, 2020 Following a trial *de novo* that Carolyn Williams did not appear, the County Court at Law entered a Final Judgement in favor of Ladera Apartments.
- f. April 27, 2020 Carolyn Williams appeals March 5, 2020, Final Judgement. Appeal is assigned to the Texas Second Court of Appeals and given Appellate Case No. 02-20-00127-CV.
- g. January 21, 2021 Texas Second Court of Appeals dismisses appeal.
- h. January 25, 2021 Ladera Apartments requests writ of possession.
- i. January 30, 2020 Carolyn Williams provides CDC Declaration
- j. February 2, 2021 Ladera Apartments files Motion to Execute Writ of Possession which had been requested before receipt of the CDC Declaration. Pursuant to the Emergency Orders issued by the Supreme Court of Texas such challenges to a CDC Declaration are permitted. The Motion to Execute Writ of Possession is still pending.

25. Throughout the state court eviction litigation, the party who has filed the repeated appeals and numerous court documents has been Carolyn Williams, not Plaintiff. Plaintiff cannot have standing when he is not a party to the Apartment Lease Contract or the state court eviction litigation.

26. Additionally, Plaintiff seeks relief in part, if not completely, based on the CDC Eviction Moratorium. Plaintiff, however, cannot seek such relief based on the opinion of Trekel v. Centers for Disease Control and Prevention, No. 6:20-cv-00564, United States Court for the Eastern District of Texas, February 25, 2021. In Trekel, the Court held that the “federal government’s Article I power to regulate interstate commerce and enact laws necessary and proper to that end does not include the power to impose the challenged eviction moratorium [the CDC Eviction Moratorium].” (emphasis added). Because the federal government lacked the power to enact the CDC Eviction Moratorium, Plaintiff has no basis for a cause of action or relief based on an unconstitutional moratorium. Nor does Plaintiff have
27. Additionally, this Honorable Court lacks jurisdiction to decide the issue of possession. The issue of the right to possession of real property is exclusive within the jurisdiction of the state court. Special rules and procedures govern such proceedings, including procedures to handle eviction cases in which the protections of the CDC Eviction Moratorium have been enacted. See Supreme Court of Texas 34th Emergency Order.
28. Assuming *arguendo* that there is standing, a basis for relief, and jurisdiction, Plaintiff does not qualify for the protections of the CDC Eviction Moratorium. A person qualifies under the CDC Eviction Moratorium if the person submitting the declaration is a covered person and that covered person makes certain declarations. Plaintiff is not a covered person. As noted prior, he is not a tenant, lessee, or resident of the Leased Premises. Moreover, he did not submit the CDC Declaration. The CDC Declaration was submitted by Carolyn Williams. See Defendants’ Exhibit 3, the CDC Declaration emailed to Judith McMakin

from Carolyn Williams. Because he did not submit a CDC Declaration, he is not protected.

29. Moreover, if he was a covered person and submitted a CDC Declaration, Plaintiff would not qualify for its protections. Plaintiff would not qualify because he would not be homeless if evicted. Plaintiff has represented in other judicial proceedings that he has a home separate and apart from the Leased Premises.

III. Affirmative Defenses

30. By way of further answer, Defendant Daniel Paz asserts the affirmative defense of attorney immunity.

WHEREFORE, PREMISES CONSIDERED, Defendants request that all relief requested by Plaintiff be denied and that this matter be dismissed with prejudice.

Respectfully submitted,

THE PAZ LAW FIRM, PLLC

By: /s/ Daniel Paz
Daniel Paz
State Bar No. 24027722
daniel@thepazlawfirm.com

14330 Midway Rd., Suite 214
Dallas, Texas 75244
Telephone: (214) 812-9061
Facsimile: (214) 812-9420
Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on March 2, 2021, a true and correct copy of the foregoing was emailed and hand-delivered to:

Al M Williams
3930 Accent Drive
Apartment No. 2411
Dallas, Texas 75287
legalaccessaw@gmail.com

/s/ Daniel Paz
Daniel Paz



This Contract is valid only if filed out before January 1, 2016.

TENANT APARTMENT ASSOCIATION

M E M B E R

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract: September 3, 2015
(when this Lease Contract is filed out)

Moving In — General Information

1. **Parties.** This Lease Contract ("Lease") is between you, the resident(s) (list all people signing the Lease):

Carolyn Williams

and us, the owner: Ladera

(name of apartment community or title holder). You are renting Apartment No. 2411 at 3930 Accent Drive (street address) in Dallas

(city), Texas 75287 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. **Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.**

2. **Occupants.** The apartment will be occupied only by you and (list all other occupants not signing the Lease): ABOVE NAMED ONLY

— and no one else. Anyone not listed here cannot stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. **If the previous space isn't filled in, 2 days total per month will be the limit.**

3. **Lease Term.** The initial term of the Lease begins on the 2nd day of September 2015 (year), and ends at midnight the 1st day of September 2016 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by Par. 36. **If the number of days isn't filled in, notice of at least 30 days is required.**

4. **Security Deposit.** The total security deposit for all residents is \$ 0.00 due on or before the date this Lease is signed. This amount (check one): ☐ does or ☒ does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by (check one): ☒ one check jointly payable to all residents and mailed to any one resident we choose, or ☐ one check payable to and mailed to _____ (specify name of one resident).

If neither option is checked here, the first option applies. See Par. 40 and 41 for security-deposit return information.

5. **Keys, Move-Out, and Furniture.** You'll be given 2 apartment key(s), 2 mailbox key(s), and 1 other access device for Gate Remote. **Before moving out, you must give our representative advance written move-out notice as stated in Par. 36.** The move-out date in your notice (check one): ☐ must be the last day of the month, or ☒ may be the exact day designated in your notice. If neither option is checked here, the second applies. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your apartment will be (check one): ☐ furnished or ☒ unfurnished.

6. **Rent and Charges.** You will pay \$ 1130.00 per month for rent, in advance and without demand (check one): ☒ at the onsite manager's office ☒ through our online payment site ☐ mail

Prorated rent of \$ 1289.67 is due for the remainder of the (check one) ☒ 1st month or ☐ 2nd month, on the _____ day of _____ (month), _____ (year).

You must pay your rent on or before the 1st day of each month (due date). There is no grace period. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 100.00, plus a daily late charge of \$ 10.00 per day after that date until the amount due is paid in full. Daily late charges cannot exceed 15 days for any single month's rent. We won't impose late charges until at least the third day of the month. You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, plus initial and daily late charges, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease. If you violate the animal restrictions of Par. 27 or other animal rules, you'll pay an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. We'll also have all other remedies for such violations.

7. **Utilities and Services.** We'll pay for the following items, if checked: ☐ gas ☐ water ☐ wastewater ☐ electricity ☐ trash/recycling ☐ cable/satellite ☐ master antenna ☐ Internet ☐ stormwater/drainage ☒ other None

You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your lease term. See Par. 12 for other related provisions regarding utilities and services.

8. **Insurance.** Our insurance doesn't cover the loss of or damage to your personal property. You are (check one):

☒ required to buy and maintain renter's or liability insurance (see attached addendum), or ☐ not required to buy renter's or liability insurance.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. **Special Provisions.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this lease and will supersede any conflicting provisions of this printed Lease form.

If lease is broken all concessions/ discounts must be paid back. Resident will be charged water, trash and Pest Control. Rent is due on the 1st. No checks accepted after the 3rd.

10. **Unlawful Early Move-Out And Reletting Charge.**

10.1 **Your Responsibility.** You'll be liable for a reletting charge of \$ 1130.50 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 23 or 36; (B) move out without paying rent in full for the entire lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. **The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.**

Your Initials

Initials of Our Representative

Apartment Lease Contract © 2015, Texas Apartment Association Inc.

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DEFENDANT'S EXHIBIT

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10.2 Not a Release. The reletting charge is either a Lease cancellation or a buyout fee. It is a fixed amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs as far as they can be determined. The reletting charge doesn't release you from continued liability for future or past-due rent; charges for cleaning, repainting, or dealing with unreturned keys; or other sums due.

11. Security Devices.

11.1 What We Provide. Texas Property Code sec. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorviewer (peephole) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(a) or (f) are satisfied.

11.2 Who Pays What. We'll pay for missing security devices that are required by law. You'll pay for (A) rekeying that you request unless we failed to rekey after the previous resident moved out; and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests. You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

12. Other Utilities and Services. Television channels that are provided may be changed during the Lease term if the change applies to all residents. You may use utilities only for normal household purposes and must not waste them. If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we'll attach an addendum to this Lease in compliance with state-agency rules. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$50.00 charge (not to exceed \$50 per violation), plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. If you're in an area open to competition and your apartment is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you do choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

Special Provisions and What If I Claim?

13. Damages and Reimbursement.

13.1 Damage in the Apartment Community. You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease or rules violation; improper use; negligence; other conduct by you, your invitees, your occupants, or your guests; or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

13.2 Indemnification by You. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease.

13.3 Damage and Wastewater Stoppage. Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacements, and damage of the following kind if occurring during the Lease term or renewal period: (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; and (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

13.4 No Waiver. We may require payment at any time, including advance payment to repair damage that you are liable for. Delay in demanding sums you owe is not a waiver.

14. Contractual Lien and Property Left in Apartment.

14.1 Lien Against Your Property for Rent. All property in the apartment (unless exempt under Texas Property Code sec. 54.042) is subject to a contractual lien to secure payment of delinquent rent (except as prohibited by Texas Government Code sec. 2306.6736, for owners supported by housing-tax-credit allocations). For this purpose, "apartment" excludes common areas but includes the interior living areas and exterior patios, balconies, attached garages, and any storerooms for your exclusive use.

14.2 Removal After We Exercise Lien for Rent. If your rent is delinquent, our representative may peacefully enter the apartment, and remove and/or store all property subject to lien. All property in the apartment is presumed to be yours unless proved otherwise. After the property is removed, a written notice of entry must be left in a conspicuous place in the apartment—including a list of items removed, the amount of delinquent rent due, and the name, address, and phone number of the person to contact. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid.

14.3 Removal After Surrender, Abandonment, or Eviction. We, or law officers, may remove or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you're judicially evicted or if you surrender or abandon the apartment (see definitions in Par. 41).

14.4 Storage.

(A) **No duty.** We'll store property removed under a contractual lien. We may—but we have no duty to—store property removed after judicial eviction, surrender, or abandonment of the apartment.

(B) **No liability.** We're not liable for casualty, loss, damage, or theft, except for property removed under a contractual lien.

(C) **Charges you pay.** You must pay reasonable charges for our packing, removing, storing, and selling of any property.

(D) **Our lien.** We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: our lien on property listed under Texas Property Code sec. 54.042 is limited to charges for packing, removing, and storing.

14.5 Redemption.

(A) **Property on which we have a lien.** If we've seized and stored property under a contractual lien for rent as authorized by law, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (see Par. 14.6(C)) is given before you seek redemption, you may redeem only by paying the delinquent rent plus our reasonable charges for packing, removing, and storing.

(B) **Property removed after surrender, abandonment, or judicial eviction.** If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage charges, damages, etc.

(C) **Place and payment for return.** We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

14.6 Disposition or Sale.

(A) **Our options.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all personal property that is:

- (1) left in the apartment after order of abandonment; or
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

(B) **Animals.** An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.

(C) **Sale of property.** Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of the date, time, and place of sale is sent by both regular mail and certified mail return receipt requested to your last known address. The notice must itemize the amounts you owe and provide the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. The sale may be public or private, is subject to any third-party ownership or lien claims, must be in the highest cash bidder, and may be in bulk, in batches, or item-by-item. If the proceeds from the sale are more than you owe, the excess amount must be mailed to you at your last known address within 30 days after sale.

15. Failing to Pay First Month's Rent. If you don't pay the first month's rent when or before the Lease begins, all future rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, renting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 10 and 12 apply to acceleration under this paragraph.

16. Rent Increases and Lease Changes. No rent increases or Lease changes are allowed before the initial Lease term ends, except for those allowed by special provisions in Par. 9, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under Par. 19. If, at least 5 days before the advance-notice deadline referred to in Par. 3, we give you written notice of rent increases or Lease changes that become effective when the Lease term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease changes. The new modified Lease will begin on the date stated in the notice (without needing your signature) unless you give us written move-out notice under Par. 16. The written move-out notice under Par. 16 applies only to the end of the current Lease or renewal period.

17. Delay of Occupancy.

17.1 Lease Remains in Force. We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to:

- (A) abatement of rent on a daily basis during delay, and
- (B) your right to terminate the lease in writing as set forth below.

17.2 Your Termination Rights. Termination notice must be in writing. After termination, you are entitled only to refund of any deposits and any rent you paid. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.

17.3 Notice of Delay. If there is a delay of your occupancy and we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the time when the apartment is ready for occupancy, but not later:

- (a) if we give written notice to any of you or your occupants when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days after you receive written notice, but no later;
- (b) if we give any of you written notice before the date the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but no later. The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.

18. Disclosure of Information. If someone requests information about you or your rental history for law enforcement, governmental, or business purposes, we may provide it. As the request, any utility provider may give us information about pending actual connections or disconnections of utility service to your apartment.

While You're Living in the Apartment

19. Community Policies and Rules.

19.1 Generally. Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all written apartment rules and community policies, including instructions for care of our property. We may regulate: (A) the use of patios, balconies, and porches; (B) the conduct of furniture movers and delivery persons; and (C) activities in common areas. We may make reasonable changes to written rules, and those rules can become effective immediately if the rules are distributed and applicable to all units in the apartment community and do not change the dollar amount's on pages 1 or 2 of this Lease.

19.2 Some Specifics. Your apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs.

19.3 Limitations on Conduct. Glass containers are prohibited in or near pools and all other common areas. Within the apartment community, you, your occupants, and your guests must not use candles or kerosene lamps or heaters without our prior written approval, or cook on balconies or outside. You, your occupants, and your guests must not sell a business or sublet a room. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes.

19.4 Exclusion of Persons. We may exclude from the apartment community any guests or others who, in our judgment, have been violating the law, violating this Lease or our rules, or disturbing other residents, neighbors, visitors, or other representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an authorized guest, or a guest of a specific resident in the community.

19.5 Notice of Convictions and Registration. You must notify us within 15 days if you or any of your occupants are convicted of (a) any felony, or (b) any misdemeanor involving a controlled substance, violence to another person, or destruction of property. You must also notify us within 15 days if you or any of your occupants register as a sex offender, informing us of a criminal conviction or sex-offender registration does not waive any rights we may have against you.

20. Prohibited Conduct. You, your occupants, and your guests may not engage in the following activities:

- (a) criminal conduct, manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community or displaying or possessing a gun, knife, or other weapon in the common area and may not may allow others;
- (b) behaving in a lewd or obscene manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) tampering with or tampering with gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) keeping the apartment with a gas-operated cooking stove or oven on;
- (j) harming our reputation by making truthful allegations against us to others;

21. Parking. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles and motorized bikes must not be parked inside an apartment, on a sidewalk, under stairwells, or in handicapped-parking areas. We may have any unauthorized or illegally parked vehicles towed, located according to state law at the owner's expense at a separate fee, or impound if the vehicle:

- (a) has a flat tire or a flat tire with a spare;
- (b) is on jacks, on blocks, or has a wheel missing;
- (c) takes up more than one parking space;

- (d) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (e) is in a handicapped space without the legally required handicapped insignia;
- (f) is in a space marked for office visitors, managers, or staff;
- (g) blocks another vehicle from exiting;
- (h) is in a fire lane or designated "no parking" area;
- (i) is in a space marked for another resident or apartment;
- (j) is on the grass, sidewalk, or patio;
- (k) blocks a garbage truck from access to a dumpster;
- (l) has no current license, registration, or inspection sticker and we have given you at least 10 days' notice that the vehicle will be towed if not removed; or
- (m) is not moved to allow parking lot maintenance.

22. Release of Resident.

22.1 Generally. You may have the right under Texas law to terminate the Lease early in certain situations involving family violence, certain sexual offenses, or stalking. Otherwise, unless you're entitled to terminate this Lease under Par. 9, 17, 23, 31, or 36, you won't be released from this Lease for any reason—including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, property purchase, or death.

22.2 Death of Sole Resident. If you are the sole resident and die during the Lease term, an authorized representative of your estate may terminate the Lease without penalty by giving at least 30 days' written notice. Your estate will be liable for paying rent until the latter of: (A) the termination date or (B) removal of all possessions from the apartment. Your estate will also be liable for all charges and damages until the apartment is vacated, and any removal or storage costs.

23. Military Personnel.

23.1 Termination Rights. You may have the right under Texas law to terminate the Lease in certain situations involving military deployment or transfer. You may terminate the Lease if you enlist, are drafted into, or are commissioned in the U.S. Armed Forces. You also may terminate the Lease if:

- (a) you are (1) a member of the U.S. Armed Forces or Reserves on active duty, or (2) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (b) you (1) receive orders for a permanent change of station, (2) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (3) are relieved or released from active duty.

23.2 How to Terminate Under This Par. 23. You must furnish us a copy of your military orders, such as permanent-change-of-station orders, call-up orders, or deployment orders (or letter equivalent). Military permission for base housing doesn't constitute a permanent-change-of-station order. You must deliver to us your written termination notice, after which the Lease will be terminated under this military clause 30 days after the date your next rent payment is due. After your move-out, we'll return your security deposit, less lawful deductions.

23.3 Who May Be Released. For the purposes of this Lease, orders described in (a) under Par. 23.1 above will release only the resident who qualifies under both (a) and (b) above and receives the orders during the Lease term, plus that resident's spouse or legal dependents living in the resident's household. A co-resident who is not the spouse or dependent of a military resident cannot terminate under this military clause.

23.4 Your Representations. Unless you state otherwise in Par. 9, you represent when signing this Lease that:

- (a) you do not already have deployment or change-of-station orders;
- (b) you will not be retiring from the military during the Lease term; and
- (c) the term of your enlistment or obligation will not end before the Lease term ends.

You must notify us immediately if you are called to active duty or receive deployment or permanent-change-of-station orders.

23.5 Damages for False Representations. If you state false damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if you move out, minus any amount others received in mitigation under Par. 32.6.

24. Resident Safety and Loss.

24.1 Disclaimer. We disclaim any express or implied warranties of security. We care about your safety and that of other occupants and guests. You agree to make every effort to follow any Security Guidelines Addendum attached to this Lease. No security system is foolproof. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you take as a matter of common sense and habit.

24.2 Your Duty of Due Care. You, your occupants, and your guests must exercise due care for your own and others' safety and security, especially in using smoke alarms and other detection devices, door and window locks, and other safety or security devices. Window screens are not for security or to keep people from falling out of windows.

24.3 Alarm and Detection Devices.

(A) What we'll do. We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing impairment differently.

(B) Your duties. You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report a dead or defective detector to us. Neither you nor others may disable alarms or detectors. If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and attorney's fees. You'll be liable to us and others if you fail to report malfunctions or fail to report any loss, damage, or fines resulting from fire, smoke, or winter.

24.4 Loss. Unless otherwise required by law, we're not liable to any resident, guest, or occupant for personal injury or damage, loss of personal property, or loss of business or personal income, from any cause, including fire, smoke, rain, flood, water leaks, mold, ice, snow, lightning, wind, explosion, interruption of utilities, pipe leaks, theft, vandalism, and negligent or intentional acts of residents, occupants, or guests. We have a duty to remove any ice, sleet, or snow that may remain on our ground with or without notice. Unless we notify otherwise, during freezing weather you must for 24 hours a day: (a) keep the apartment heated to at least 50° Fahrenheit; (b) keep cabinet and closet doors open; and (c) drip hot- and cold-water faucets. You'll be liable for any damage to our and others' property caused by broken water pipes due to your violating these requirements.

24.5 Crime or Emergency. Immediately dial 911 or call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or any other emergency involving imminent harm. You should then contact our representative. None of our security measures are an express or implied warranty of security—or a guarantee against crime or reduced risk of crime. Unless otherwise provided by law, we're not liable to you, your occupants, or your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, we're not obliged to furnish security personnel, patrols, lighting, gates, fences, or other forms of security unless required by law. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you, your occupants, or your guests are affected by a crime, you must make a written report to the appropriate local law enforcement agency and to our representative. You must also give us the law enforcement agency's incident report number upon request.

25. Condition of the Premises and Representations.

25.1 As-Is. We disclaim all implied warranties. You accept the apartment, fixtures, and furniture as-is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage, sign the form, and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

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39. **Moving Out** - Moving out of a rental unit is a process that involves several steps. First, the tenant should notify the landlord in writing of their intent to move out, typically 30 days in advance. This notification should include the date of move-out and the reason for leaving. Next, the tenant should arrange for a final inspection of the unit with the landlord or property manager. This inspection should be conducted within a reasonable time frame, usually within 14 days of the move-out date. The tenant should ensure that the unit is clean and in good condition, and that all personal belongings have been removed. Finally, the tenant should receive a final receipt from the landlord, which should include the amount of any security deposit refund and the date of the final payment. The tenant should also ensure that they have received all necessary documents, such as a copy of the lease agreement and a copy of the final inspection report.

34. **Payments.** The grantee shall make payments to the grantor as follows:

The focus will center. If there's a conflict with this word, you

■ Address: 3930 Acacia Drive
 ■ Beginning date of Lease (Par. 3) 03/02/2025
 ■ Ending date of lease (Par. 3) 03/02/2028
 ■ Number of days notice for termination (Par. 3) 90
 ■ Consent for guest staying maximum 2 year (Par. 3)
 ■ Total security deposit (Par. 4) \$ 150.00
 ■ Annual deposit (Par. 4) \$ 150.00
 ■ Security deposit (Par. 4) OR OR does not include an annual deposit
 ■ Security deposit refund check will be by (Par. 4) check OR one check jointly payable to the owners default OR OR one check payable to insured
 ■ # of key/access devices (Par. 5) for 2 unit, 2 mailbox, 2 other
 ■ You are (Par. 6) owner of the property and late date of payment
 ■ Check for rent is due on 1st of each month OR 1st of each month
 ■ Check for rent is due on 1st of each month OR 1st of each month
 ■ Rent to be paid (Par. 6) check all that apply \$ as the owner manager's office OR the agent's office OR the office
 ■ Check here if included in monthly rent OR garage OR storage OR airport OR water/sewer OR trash
 ■ Total monthly rent (Par. 6) \$ 1,200.00
 ■ Late charges if rent is not paid on time before (Par. 6) 1st
 ■ Initial late charge (Par. 6) \$ 100.00
 ■ Returned check charge (Par. 6) \$ 25.00
 ■ Monthly maintenance fee \$ 10.00
 ■ Monthly pest control (if any) \$ 25.00
 ■ Utilities paid for owner (Par. 7) check all that apply OR electricity OR gas OR water OR sewer/water OR trash/sewer
 ■ Utility connection charge (Par. 10) \$ 10.00
 ■ Agreed relating charge (Par. 10) \$ 2,137.50
 ■ Special provisions (Par. 11) I agree to hold all concessions/fees until paid in full
 ■ Resident will be charged water, trash and pest control fees as per the unit's checks accepted after the 1st

Index and Abbreviations

[illegible]

- [illegible]

Name, address and telephone numbers of each of service to be provided
 _____ must be provided for each of the services provided, such as: _____

Before you sign, please read the following instructions carefully. If you are unable to read the instructions, please ask a family member or friend to read them to you. If you are unable to read the instructions, please ask a family member or friend to read them to you.

Additional provisions or changes may be made in the future if agreed to in writing by all parties.

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

This letter is addressed to you, Mr. and Mrs. J. and M. S.
You are the only ones who can help me.

Resident or Owner of the property: David J. Smith Date signed: 11/18
(Name of the person who must sign this form) _____

(Name of _____) _____ signed _____

(Name of the school) _____ Date signed _____

(Name of Resistor) _____ Date signed _____

Name of Exponent	Date signed
------------------	-------------

Memorandum for the Record

Owner: Tracy, Stephen M. & Tracy, David L. and on behalf of Grace,

Address and place of birth of donor, purpose, and relative purposes

Dallas, Texas 75201

After-hours phone number: 1877 382-8100

(Always call 911 or police, fire, or other emergency services.)

Date filed: 11/10/2011 Page: 70 of 75

[illegible]

REGISTER OF ACTIONS**CASE NO. E20-0302J6****Ladera vs Carolyn Williams**§
§
§
§
§
§

Case Type: **Evictions**
 Date Filed: **01/16/2020**
 Location: **Justice of the Peace Pct #6**
 Judicial Officer: **Lopez, Christopher**
 File Custody/Location: **Justice of the Peace Pct 6**

RELATED CASE INFORMATION**Related Cases**

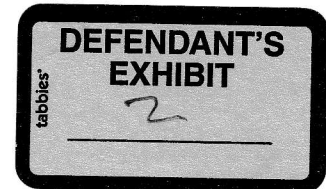
CV-2020-00600-JP (Related Case)

PARTY INFORMATION

		Lead Attorneys
Defendant	Williams, Carolyn 3930 Accent Drive 2411 Dallas, TX 75287 DOB: 03/09/1961	
Plaintiff	Ladera 3939 Trinity Mills Rd Dallas, TX 75287	Daniel Paz <i>Retained</i> 14330 Midway RD STE 214 Dallas, TX 75244 214-812-9061(W) 214-812-9420(F)

EVENTS & ORDERS OF THE COURT

DISPOSITIONS			
02/11/2020	Default Judgment to Plaintiff (Judicial Officer: Lopez, Christopher) Judgment of \$1,990.14 Awarded To: Ladera Awarded Against: Carolyn Williams		
OTHER EVENTS AND HEARINGS			
01/16/2020	Eviction Petition <i>no military</i>		
01/16/2020	Citation - Eviction		
01/16/2020	Citation - Eviction Williams, Carolyn	Served Returned	01/23/2020 01/24/2020
01/23/2020	Citation Served		
02/03/2020	Answer Filed		
02/03/2020	Jury Request		
02/06/2020	Trial by Judge (9:00 AM) (Judicial Officer Lopez, Christopher)		
02/06/2020	Notice of Hearing		
02/06/2020	Notice of Hearing		
02/10/2020	Motion for Continuance <i>Defendant</i>		
02/10/2020	Motion for Continuance Denied		
02/11/2020	Trial by Jury (1:30 PM) (Judicial Officer Lopez, Christopher)		
02/11/2020	Judgment/Order Mailed to Parties		
02/12/2020	Statement of Inability to Afford Payment of Court Costs		
02/12/2020	Cases Appealed - Without Trial (OCA)		
02/13/2020	Notice of Rent Due <i>mailed and sent via efile</i>		
02/13/2020	Notice of Statement of Inability to Afford Payment of Costs		
02/20/2020	Appeal Transferred to County Clerk		

**FINANCIAL INFORMATION**

Defendant Williams, Carolyn		
02/04/2020	Total Financial Assessment	22.00
02/04/2020	Total Payments and Credits	22.00
02/04/2020	Balance Due as of 03/02/2021	0.00
02/04/2020	Transaction Assessment	22.00
02/04/2020	Payment Receipt # 96095-J6 AI Williams	(22.00)

Plaintiff Ladera

Total Financial Assessment

121.00

Total Payments and Credits

121.00

Balance Due as of 03/02/2021**0.00**

01/16/2020 Transaction Assessment

121.00

01/16/2020 Payment

Receipt # 95866-J6

Judith McMakin

(121.00)

REGISTER OF ACTIONS**CASE NO. CV-2020-00600-JP****Ladera vs. Carolyn Williams**§
§
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§
§Case Type: **Appeal from a Lower Court**Subtype: **FED- JP Appeal**Date Filed: **02/20/2020**Location: **County Court At Law #2**Judicial Officer: **Ramirez, Robert C.**Court of Appeals Cause No: **02-20-00127-CV**File Custody/Location: **Electronic File****RELATED CASE INFORMATION****Related Cases**

E20-0302J6 (Related Case)

PARTY INFORMATION

Defendant	Williams, Carolyn 3930 Accent Drive 2411 Dallas, TX 75287	DOB: 03/09/1961	Lead Attorneys Pro Se
Plaintiff	Ladera 3939 Trinity Mills Rd Dallas, TX 75287		Daniel Paz <i>Retained</i> 14330 Midway RD STE 214 Dallas, TX 75244 214-812-9061(W) 214-812-9420(F)

EVENTS & ORDERS OF THE COURT**DISPOSITIONS**03/05/2020 **Final Judgment after Non-Jury Trial** (Judicial Officer: Ramirez, Robert C.)**OTHER EVENTS AND HEARINGS**

02/20/2020 **Appeal from Lower Court (OCA)**
JP6

02/20/2020 **Statement of Inability to Afford Pmt of Court Costs**

02/20/2020 **Cover Letter or Request**
from Ms. Williams

02/20/2020 **Motion**
to reconsider from JP

02/20/2020 **Notice- Appeal from JP with Affidavit of Inability to Pay**

02/24/2020 **Bond Deposit**
\$1,482.00

02/27/2020 **Motion for Continuance**
and Motion for Appointment of Counsel

03/03/2020 **Answer(s) and/or Response(s)**
and request to dismiss and Transfer to Dallas County

03/05/2020 **Inability to Pay Fee/ Forcible Entry Detainer Appeal hearing** (3:30 PM) (Judicial Officer Ramirez, Robert C.)

03/05/2020 **General Docket Entry**
Pauper's / FED appeal - p appeared through counsel - halls called no d - allowed to proceed as a pauper - trial de novo - p's case in chief - judgment for p - entered

03/05/2020 **Notice of Judgment**

03/09/2020 **Motion**
to Reconsider or Application for Stay and Bond During Appeal to Supreme Court

03/13/2020 **Request**
Plaintiff's Request for a Writ of Possession

03/13/2020 **Service Issued**
Writ of Possession-service by Denton Cty Const Pct 6

03/13/2020 **Writ of Possession**
service by Denton Cty Const Pct 6
Williams, Carolyn
Returned Unserved 06/12/2020
Returned 06/12/2020

03/19/2020 **Application**
for emergency temporary restraining order

03/23/2020 **Motion for Reconsideration** (10:00 AM) (Judicial Officer Ramirez, Robert C.)

03/23/2020 **General Docket Entry**
Motion for reconsideration / TRO - p appeared by phone - d was provided w/ phone and zoom video invitation and did not appear (confirmed with court coordinator who stated d did not call in or video in) - pursued under SC COVID 19 procedures - denied both of p's request - other remedies at law and waiver as to any issue of jury trial. awaiting order from P

03/23/2020 **Order**
Def's Application for TRO

03/23/2020	Order <i>on Motion for Reconsideration</i>	
04/27/2020	Notice of Appeal	
04/28/2020	Court of Appeals Correspondence	
04/28/2020	Proposed Order <i>Supersedeas Bond</i>	
05/14/2020	Motion To Set Bond (9:00 AM) (Judicial Officer Ramirez, Robert C.) <i>Williams to call in for hearing call Mr. Paz for hearing 214-812-9061</i>	
05/14/2020	General Docket Entry <i>D's motion for supers bond - p and d appeared by phone - COVID 19 orders - granted based upon SC COVID 19 order with regard to deadlines - awaiting order from p</i>	
05/14/2020	Order <i>Setting Supersedeas Bond</i>	
05/18/2020	Bond Deposit \$3,000.00	
06/02/2020	Request <i>Plaintiff's Request for a Writ of Possession</i>	
06/02/2020	Service Issued <i>Writ mailed for Constable Pct 6/ writ being returned</i>	
06/02/2020	Writ of Possession Williams, Carolyn	Unservd
06/08/2020	Bond Deposit \$2,936.00	
06/12/2020	Service Returned	
06/30/2020	Clerk's Record on Appeal	
07/14/2020	Court of Appeals Correspondence <i>Clerk's Record Received</i>	
09/03/2020	Bond Deposit \$1462.28	
10/01/2020	Bond Deposit \$1,428.17	
11/03/2020	Bond Deposit \$1,428.61	
12/11/2020	Bond Deposit \$1,428.12	
01/08/2021	Bond Deposit \$468.28	
01/22/2021	Memorandum Opinion and Judgment <i>Opinion</i>	
01/22/2021	Memorandum Opinion and Judgment <i>Judgment</i>	
01/22/2021	Court of Appeals Correspondence	
01/25/2021	Request <i>Plaintiff's Request for a Writ of Possession</i>	
01/25/2021	Service Issued <i>Service by Constable Precinct 6</i>	
01/25/2021	Writ of Possession Williams, Carolyn	Unservd
02/01/2021	Motion to Strike	
02/01/2021	Bond Deposit \$105.00	
02/01/2021	Cover Letter or Request <i>envelope</i>	
02/02/2021	Motion <i>Plaintiff's Motion for Execution of a Writ of Possession</i>	
02/05/2021	Notice of Hearing	
02/17/2021	Motion to Enter (10:00 AM) (Judicial Officer Ramirez, Robert C.) <i>writ of possession</i>	
02/22/2021	Amended <i>Amended Objection to Ladera's Request for (Physical Removal)/Execution of Writ of Possession</i>	
02/22/2021	Amended <i>Carolyn Williams Amended Objection</i>	
03/02/2021	Motion to Quash	
03/04/2021	Motion to Enter (10:00 AM) (Judicial Officer Ramirez, Robert C.)	

FINANCIAL INFORMATION

Defendant Williams, Carolyn			
	Total Financial Assessment		4.00
	Total Payments and Credits		4.00
	Balance Due as of 03/02/2021		0.00
02/20/2020	Transaction Assessment		277.00
03/05/2020	Pauper Wavier		277.00
02/01/2021	Transaction Assessment		4.00
02/03/2021	Payment	Receipt # 2021-0610	Williams, Carolyn (4.00)
Plaintiff Ladera			
	Total Financial Assessment		479.00

Total Payments and Credits				479.00
Balance Due as of 03/02/2021				0.00
03/13/2020	Transaction Assessment			157.00
03/13/2020	TexFile Payment	Receipt # 2020-1362	Ladera	(157.00)
06/02/2020	Transaction Assessment			160.00
06/02/2020	TexFile Payment	Receipt # 2020-2308	Ladera	(160.00)
01/25/2021	Transaction Assessment			162.00
01/25/2021	TexFile Payment	Receipt # 2021-0400	Ladera	(162.00)

Case:

02-20-00127-CV

Date Filed:

04/27/2020

Case Type:

Forcible entry & detainer

Style:

Carolyn Williams

v.:

Ladera

Orig Proc:

No

Transfer From:

Transfer In:

Transfer Case:

Transfer To:

Transfer Out:

Pub Service:

West Publishing

APPELLATE BRIEFS

Date	Event Type	Description	Document
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Date	Event Type	Description	Document
12/14/2020	Brief struck	Appellant	

CASE EVENTS

Date	Event Type	Disposition	Document
02/25/2021	Motion for rehearing disposed	Motion or Writ Denied	[PDF/93 KB] Notice
02/25/2021	Motion for rehearing disposed	Motion or Writ Denied	[PDF/94 KB] Notice
02/23/2021	Letter issued by the court		[PDF/100 KB] Notice
02/22/2021	Document Received		
02/16/2021	Motion for rehearing filed		[PDF/4.66 MB] Motion
02/01/2021	Motion for emergency relief disposed	Motion or Writ Denied	[PDF/91 KB] Notice
01/29/2021	Motion for rehearing filed		[PDF/463 KB] Motion
01/29/2021	Motion for emergency relief filed		
01/28/2021	Motion for emergency relief filed		
01/21/2021	Memorandum opinion issued	Dismissed	[PDF/95 KB] Judgment
			[PDF/128 KB] Memorandum Opinion
			[PDF/90 KB] Notice
01/21/2021	Motion disposed	Motion or Writ Denied	
01/20/2021	Submitted		
01/13/2021	Reply to response or motion filed		
01/11/2021	Reply to response or motion filed		
01/07/2021	Response filed		
12/29/2020	Response requested by the court		[PDF/103 KB] Notice
12/28/2020	Motion filed		
12/15/2020	Letter issued by the court		[PDF/111 KB] Notice
12/15/2020	Corrected brief requested		[PDF/112 KB] Notice
12/14/2020	Motion to supplement record filed		[PDF/364 KB] Motion
12/14/2020	Brief struck		
12/08/2020	Motion for extension of time to file brief disposed	Motion or Writ Granted	[PDF/95 KB] Notice

Date	Event Type	Disposition	Document
12/07/2020	Motion for extension of time to file brief filed		[PDF/89 KB] Motion
11/03/2020	Motion for extension of time to file brief Motion or Writ Granted disposed		[PDF/99 KB] Notice
10/19/2020	Motion for extension of time to file brief filed		[PDF/430 KB] Motion
10/08/2020	Notice of late brief		[PDF/111 KB] Notice
08/24/2020	No reporters record filed in civil case		[PDF/128 KB] Notice
07/31/2020	Court reporters notice to court regarding status of record		[PDF/149 KB] Letter [PDF/115 KB] Notice
07/27/2020	Docketing statement filed		
07/16/2020	Notice of late docketing statement		[PDF/108 KB] Notice
06/30/2020	Electronic Clerks Record Filed		[PDF/88 KB] Notice
06/29/2020	Notice of late docketing statement		[PDF/108 KB] Notice
04/27/2020	Notice of appeal filed in court of appeals		[PDF/125 KB] Notice

CALENDARS

Set Date	Calendar Type	Reason Set
03/01/2021	Status	Compliance response due
03/29/2021	Status	Release to publisher
05/06/2021	Status	Mandate to Issue

PARTIES

Party	PartyType	Representative
Ladera	Appellee	Daniel Paz
Williams, Carolyn	Appellant	Carolyn Williams

TRIAL COURT INFORMATION

Court

County Court at Law No. 2

County

Denton

Court Judge

Honorable Robert Ramirez

Court Case

CV-2020-00600-JP

Reporter

Court Reporter, County Court At Law No. 2, Denton County

Punishment

To view or print PDF files you must have the Adobe Acrobat® reader. This software may be obtained without charge from Adobe. Download the reader from the Adobe Web site

Daniel Paz

From: a williams <alwms870@gmail.com>
Sent: Saturday, January 30, 2021 1:16 AM
To: Daniel Paz
Subject: Fwd: Carolyn Williams Unit 2411
Attachments: CCF01302021.pdf

Mr Paz- See forwarded below

----- Forwarded message -----

From: Legal Access Inc <legalaccessaw@gmail.com>
Date: Sat, Jan 30, 2021 at 1:15 AM
Subject: Fwd: Carolyn Williams Unit 2411
To: a williams <alwms870@gmail.com>

al

On Sat, Jan 30, 2021 at 1:13 AM Legal Access Inc <legalaccessaw@gmail.com> wrote:

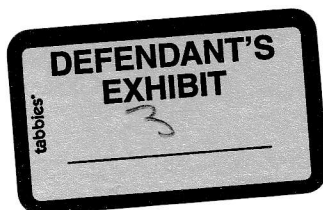
----- Forwarded message -----

From: Legal Access Inc <legalaccessaw@gmail.com>
Date: Sat, Jan 30, 2021 at 1:12 AM
Subject: Carolyn Williams Unit 2411
To: <judy@willmax.net>

Ms Judy- Will you please accept this CDC Declaration and withdraw your threats of eviction

Secondly, have you considered helping my family by providing the letter clearing up our credit so we can move out your apartment and forward?

Kindly,
Ms Williams



Attn: MS JUDY
#2411

IN THE DISTRICT COURT OF DALLAS

CAROLYN A WILLIAMS, ET AL

V.

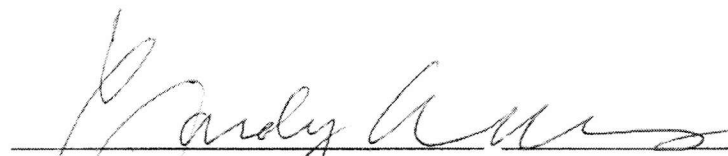
DC19-17458

LADERA, ET AL

CAROLYN A WILLIAMS' DECLARATION

**UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S
TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19**

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through January 31, 2021. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information. I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following are true and correct: • I have used best efforts to obtain all available government assistance for rent or housing; • I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the I.R.S., or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act; • I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses; • I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses; • If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options. • I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected. • I further understand that at the end of this temporary halt on evictions on January 31, 2021, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws. I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

 Signature of Declarant Date "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year. "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.